

DAVID H. KRAMER, State Bar No. 168452
LAUREN GALLO WHITE, State Bar No. 309075
KELLY M. KNOLL, State Bar No. 305579
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300
Facsimile: (650) 565-5100
Email: dkramer@wsgr.com
Email: lwhite@wsgr.com
Email: kknoll@wsgr.com

Attorneys for Defendants
GOOGLE LLC and YOUTUBE, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JOHN DOE, ET AL.,
Plaintiffs,
v.
GOOGLE LLC, ET AL.,
Defendants.

CASE NO.: 5:20-cv-07502-BLF

**DECLARATION OF YOUTUBE
REPRESENTATIVE IN SUPPORT
OF DEFENDANTS' OPPOSITION
TO PLAINTIFFS' APPLICATION
FOR TEMPORARY RESTRAINING
ORDER**

Date: November 2, 2020
Time: 9:00 AM
Before: Hon. Beth Labson Freeman

1 I hereby declare as follows:

2 1. I am currently a member of YouTube's Trust and Safety team where I work on
3 YouTube's content moderation policies, known as the Community Guidelines. For my protection,
4 I have omitted from this declaration any personally identifiable information given that the subject
5 matter of this litigation involves harmful conspiracy theories known to be connected to instances
6 of real-world violence. I have personal knowledge of the facts described below and, if called as a
7 witness, could and would testify competently to them.

8 **The YouTube Service**

9 2. YouTube is an online service that enables millions of users around the world to
10 upload, view, and share videos and related content. In general, users are able to post content to
11 their own "channels" at no charge, with YouTube covering the costs of storage. Almost anyone,
12 even those without a "channel" (sometimes called a "YouTube account"), can view content
13 uploaded to the service by others. That access is free of charge, with YouTube paying for the
14 bandwidth used to transmit the content.

15 3. YouTube strives to create a space where people all over the world can create and
16 share unique, creative, and original content. But while YouTube believes in giving its users a
17 voice, it has (and always has had to my knowledge) policies that govern how people may use the
18 service, including restrictions on the types of content they may post. These guidelines are designed
19 and regularly updated to make YouTube a safer and more enjoyable place for users and creators.

20 **YouTube's Terms of Service and Community Guidelines**

21 4. Use of YouTube's services is governed by a written Terms of Service Agreement.
22 A copy of the current Terms of Service is attached hereto as Exhibit 1.

23 5. YouTube's Terms of Service contain various restrictions on the ways in which
24 people can use the service. In addition, the Terms of Service expressly incorporate Community
25 Guidelines, which provide additional detail about the kinds of content and activity that YouTube
26 prohibits. As the Terms of Service make clear, YouTube revises the Community Guidelines from
27 time to time to account for new and different content or behavior that YouTube deems
28 unacceptable or unsafe. The current Community Guidelines are attached as Exhibit 2. They detail,

1 for example, YouTube’s policies regarding nudity, violence, medical misinformation related to
2 COVID-19, hate speech, and more. Exhibits 3 and 4, drawn from the Community Guidelines, set
3 forth YouTube’s current policies on harassment and hate speech.

4 **Content Review and Removal Process**

5 6. In an effort to ensure that content uploaded to YouTube complies with its policies,
6 YouTube uses a combination of automated systems and manual (human) reviewers who review
7 content 24 hours a day, 7 days a week, around the world. YouTube also invites users to “flag” for
8 YouTube’s review, content that they believe might violate the company’s policies.

9 7. YouTube’s Terms of Service state that it may remove content if it believes the
10 content breaches the Terms of Service, including the Community Guidelines, or if it believes the
11 content may cause harm to YouTube, its users, or third parties.

12 8. We employ a range of educational and penalty systems when taking enforcement
13 actions, from warnings to channel suspensions/terminations. The level of enforcement depends on
14 the severity of the violation, patterns of violative behavior, or channels being focused on (or
15 “dedicated to”) content prohibited by the Community Guidelines.

16 9. Exhibit 5 is a page within YouTube’s Community Guidelines that describes
17 YouTube’s enforcement practices. It makes clear that a user’s channel can be terminated for a
18 “single case of severe abuse” or when YouTube determines that the channel is “dedicated to a
19 policy violation.” So, for example, if a user’s channel contains multiple videos that violate the
20 same or related YouTube policies, YouTube may immediately remove the user’s entire channel.

21 10. It is our standard practice to notify a user when their content or their channel is
22 removed from the YouTube service, and to offer the user the ability to appeal YouTube’s decision.

23 11. Further, even where a user’s channel is removed, the user typically retains the
24 ability to access the YouTube service to watch others’ videos.

25 **Removing Content or a Channel as Distinct from Google Account Termination**

26 12. As I mentioned, virtually anyone can access YouTube to watch videos free of
27 charge, and they can do so without ever creating a YouTube channel.

28 13. If a user wishes to upload content to YouTube, they must register with YouTube

1 and create a channel. A user's channel (sometimes called a "YouTube account") also allows the
2 user to take advantage of interactive aspects of the YouTube service including commenting and
3 playlists.

4 14. In order to create a YouTube channel or account, a user must already have a
5 Google account. A Google account is a broader identity across Google's suite of products that
6 allows users personalized access to Google services like Gmail, Drive, and Google Pay.

7 15. Where a YouTube user engages in especially serious violations of YouTube's
8 policies, the YouTube Terms of Service make clear that YouTube may terminate a user's access to
9 YouTube altogether and prohibit even the viewing of videos. It may also suspend or terminate the
10 user's Google account. These enforcement escalations go beyond the mere removal or suspension
11 of a YouTube channel or account.

12 **YouTube's Regulation of Dangerous Conspiracies**

13 16. In recent years, we have seen an increase on YouTube of videos discussing or
14 promoting wide-ranging conspiracy theories like Pizzagate and QAnon.

15 17. These kinds of videos can misinform users in harmful ways. In particular,
16 conspiracy theories like QAnon have been linked to multiple instances of real-world violence,
17 including attempted terrorist attacks, kidnapping, murder, and numerous threats of violence. Given
18 the potential for harm associated with this type of content, we're continually working to update
19 our policies and modify our enforcement efforts to address this content effectively to prevent harm
20 to YouTube, its users, or third parties as stated in our Terms.

21 18. YouTube announced, almost two years ago, that we would begin limiting the reach
22 of videos that could misinform users in harmful ways by limiting recommendations for them. We
23 specifically called out content "such as videos promoting a phony miracle cure for a serious
24 illness, claiming the earth is flat, or making blatantly false claims about historic events like 9/11."
25 Attached as Exhibit 6 is a copy of this announcement.

26 19. In June 2019, we announced updates to our hate speech policy under which we
27 would prohibit content promoting conspiracy theories about protected groups (like a religious
28 group, or a group based on sexual orientation). This announcement is attached as Exhibit 7. This

1 policy update included, for example, removing content alleging that Jews conspire against
 2 Americans and others through coordinated control of mass media and the banking system. This
 3 was reflected in our Community Guidelines help center where we note that we prohibit content
 4 promoting “[c]onspiracy theories saying individuals or groups are evil, corrupt, or malicious based
 5 on any of the attributes noted above” in which “attributes noted above” refers to traits such as race,
 6 religion, and sexual orientation. Our current hate speech policy, Exhibit 4, reflects this language.
 7 We removed content related to these conspiracy theories because of their well-established
 8 connection to violence and hate.

9 20. In October 2020, we took another step in our efforts to curb harmful content. We
 10 announced that we were expanding our hate and harassment policies and that would begin
 11 removing more conspiracy theory content. Specifically, we stated we prohibit “[c]ontent that
 12 targets an identifiable individual as part of a harmful conspiracy theory where the conspiracy
 13 theory has been linked to direct threats or violent acts.” And we provided as an example of this:
 14 “Targeting an individual and making claims they are involved in human trafficking in the context
 15 of a harmful conspiracy theory where the conspiracy is linked to direct threats or violent acts.”
 16 YouTube made clear in a public announcement, attached as Exhibit 8, that we would begin
 17 enforcing our updated policy immediately, which we did.

18 **YouTube’s Actions Against Plaintiffs’ Channels**

19 21. I have a general understanding of Plaintiffs’ claims in this case and I have reviewed
 20 our records regarding YouTube’s removal of Plaintiffs’ channels from the YouTube service.

21 22. On each of the channels Plaintiffs identified in their application for a temporary
 22 restraining order, my team found multiple videos that they concluded violated YouTube’s
 23 harassment policy, Exhibit 3, that prohibits, among other things: (i) content that “targets an
 24 identifiable individual as part of a harmful conspiracy theory where the conspiracy theory has been
 25 linked to direct threats or violent acts”; (ii) content that “incites others to harass or threaten
 26 individuals on or off YouTube”; and (iii) content that “targets an individual with prolonged or
 27 malicious insults based on intrinsic attributes.” These violations were sufficiently pervasive that
 28 my team determined that each of the Plaintiffs’ channels were dedicated to violating YouTube’s

1 harassment policy. In mid-October 2020, after the announcement (Exhibit 8) mentioned above, the
2 Trust and Safety Team terminated (*i.e.*, removed) Plaintiffs' channels from the YouTube service
3 for multiple violations of the Community Guidelines.

4 23. While I have not yet been able to review all of the videos my team considered in
5 concluding that these channels violated YouTube's Community Guidelines, I agree with their
6 assessment on each of the videos I have reviewed. The threat of harm to others and the severity of
7 the violations in the videos are obvious. For example, a video posted on the channel JustInformed
8 Talk suggested that Hillary Clinton "was involved with satanic rituals with children," which
9 included a "set of cult chamber rooms" and a "temple that was built for allegedly abusing children
10 and going all the way up to human ritual sacrifice and worshipping the cult of satanism." Another
11 video on that same channel made claims that the Democratic party had orchestrated a mass
12 infection of COVID-19 in order to encourage voter fraud. Additionally, a video from the channel
13 dnajlion7 claimed the late Senator John McCain "aided and abetted a child sex trafficking ring" in
14 Arizona that victimized hundreds of thousands of children. And on SGT Report, a video described
15 former White House Chief of Staff John Podesta as a "world class underage sex slave op cover
16 upper."

17 24. A video posted on the TRUReporting channel made claims about multiple well-
18 known Americans, alleging that one "eats babies," that another is "a rapist," that another "killed
19 his wife," and that at least eight others are "pedophiles or 'pedowoods.'" A separate video on the
20 same channel claimed that certain Americans "breed children in order to sell them" and "when
21 they are sold they come without birth certificates which means it's easier to kill them." Another
22 alleged that President George H.W. Bush was secretly executed for child sex trafficking. And yet
23 another, removed even before October 2020, targeted survivors of the Stoneman Douglas High
24 School shooting in Parkland, Florida and denied the shooting ever happened.

25 25. Other videos on Plaintiffs' channels were clear instances of targeting identifiable
26 individuals (including politicians, government officials, journalists, environmental activists, and
27 celebrities) as being part of a conspiracy theory that has been linked to direct threats or violent
28 acts. At least one of these instances included targeting environmental activist Greta Thunberg,

1 who is a minor.

2 26. Given the connection between the QAnon conspiracy theory and real-world
3 violence, I agree that these videos may incite others to “take action” and may cause harm to our
4 users or other people. My view is supported by external security and terrorism experts as well. A
5 May 2019 FBI bulletin specifically cited QAnon as among the conspiracy theories that “very
6 likely will emerge, spread, and evolve in the modern information marketplace, occasionally
7 driving both groups and individual extremists to carry out criminal or violent acts.” Jana Winter,
8 *Exclusive: FBI Document Warns Conspiracy Theories are a New Domestic Terrorism Threat*,
9 Yahoo News (August 1, 2019), *available at* [https://news.yahoo.com/fbi-documents-conspiracy-](https://news.yahoo.com/fbi-documents-conspiracy-theories-terrorism-160000507.html)
10 [theories-terrorism-160000507.html](https://news.yahoo.com/fbi-documents-conspiracy-theories-terrorism-160000507.html). A July 2020 report from West Point’s Combating Terrorism
11 Center stated: “A survey of cases of individuals who have allegedly or apparently been radicalized
12 to criminal acts with a nexus to violence by QAnon, including one case that saw a guilty plea on a
13 terrorism charge, makes clear that QAnon represents a public security threat with the potential in
14 the future to become a more impactful domestic terror threat.” Amarnath Amarasingam & Marc-
15 André Argentino, *The QAnon Conspiracy Theory: A Security Threat in the Making?*, 13
16 Combating Terrorism Center Sentinel 37, *available at* [https://ctc.usma.edu/wp-](https://ctc.usma.edu/wp-content/uploads/2020/07/CTC-SENTINEL-072020.pdf)
17 [content/uploads/2020/07/CTC-SENTINEL-072020.pdf](https://ctc.usma.edu/wp-content/uploads/2020/07/CTC-SENTINEL-072020.pdf). The *New York Times* similarly discussed
18 multiple instances of threatened violence sparked by Pizzagate conspiracy theories. Cecilia Kang
19 & Adam Goldman, *In Washington Pizzeria Attack, Fake News Brought Real Guns*, N.Y. TIMES,
20 Dec. 5, 2006, [https://www.nytimes.com/2016/12/05/business/media/comet-ping-pong-pizza-](https://www.nytimes.com/2016/12/05/business/media/comet-ping-pong-pizza-shooting-fake-news-consequences.html)
21 [shooting-fake-news-consequences.html](https://www.nytimes.com/2016/12/05/business/media/comet-ping-pong-pizza-shooting-fake-news-consequences.html).

22 27. YouTube sent all Plaintiffs notice of the termination and the reason for the
23 termination of their channels. Attached as Exhibit 9 is a screenshot depicting the form of the
24 notice that YouTube sent to each of the Plaintiffs.

25 28. While YouTube removed Plaintiffs’ channels from the service, our enforcement
26 action was limited in important ways. YouTube did not suspend or terminate the Plaintiffs’ access
27 to the YouTube service. Plaintiffs can still freely watch videos that others have posted. Further,
28 YouTube did not suspend or terminate Plaintiffs’ Google accounts, all of which remain active.

1 I declare under penalty of perjury under the laws of the United States that the foregoing is
2 true and correct. Executed October 30, 2020 at San Francisco, California.


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4 /s/ YouTube Representative
YouTube Representative
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ATTORNEY ATTESTATION

I, Lauren Gallo White, am the ECF User whose ID and password are being used to file this document. In compliance with N.D. Cal. Civil L.R. 5-1(i)(3), I hereby attest that the concurrence in the filing of this document has been obtained from the signatory.

/s/Lauren Gallo White
Lauren Gallo White

EXHIBIT 1



Sign in

[About](#)
[Press & Blogs](#)
[Copyright](#)
[Safety](#)
[Creators & Partners](#)
[Advertising](#)
[Developers](#)
[Help](#)

TERMS OF SERVICE
[Paid Service Terms of Service](#)
[Paid Service Usage Rules](#)
[Collecting Society Notices](#)
[Copyright Notices](#)
[Community Guidelines](#)

Terms of Service

Our Terms of Service have been updated.

This summary is designed to help you understand some of the key updates we've made to our Terms of Service (Terms). We hope this serves as a useful guide, but please ensure you read the new Terms in full.

Welcome to YouTube!

This section outlines our relationship with you. It includes a description of the Service, defines our Agreement, and names your service provider. Key updates:

- **Service Provider.** Your service provider is now Google LLC.
- **Policies.** We have added a link to the [Policy, Safety and Copyright Policies](#), and our [Advertising on YouTube Policies](#), which all form part of the Agreement. These are the policies that underpin our [Community Guidelines](#), and we wanted to make sure to call out this detail to you upfront in our Terms.
- **Affiliates.** To ensure you understand exactly who we mean when we talk about our group companies, we've included a definition of our "Affiliates", meaning the companies in the Alphabet corporate group.

Who May Use the Service?

This section sets out certain requirements for use of the Service, and defines categories of users. Key updates:

- **Age Requirements.** We have stated the specific age requirements for your country, reflecting our [Google wide policies](#), and included a notice that, if you are a minor in your country, you must always have your parent or guardian's permission before using the Service.
- **Parental Permission.** We've added a section to explain your responsibility if you allow your child to use YouTube.
- **Businesses.** Our Terms now make clear that, if you are using the Service on behalf of a company or organisation, that business accepts this Agreement.

Your Use of the Service

This section explains your rights to use the Service, and the conditions that apply to your use of the Service. It also explains how we may make changes to the Service. Key updates:

- **Google Accounts and YouTube Channels.** We've provided details about which features of the Service can be accessed without a [Google account](#) or [YouTube channel](#), and which features require one.
- **Your Information.** We haven't made any changes to the way we treat your information. You can read about our privacy practices by reviewing the [Privacy Policy](#) and [YouTube Kids Privacy Notice](#). As a reminder, you can always review your privacy settings and manage your data and personalisation by visiting your [Google Account](#).
- **Restrictions.** We have updated this section to reflect our requirements around contests, and to include a prohibition on manipulating metrics.
- **Service Changes.** We have improved our Terms to be more transparent about why we might need to make changes to the Service, and provided a commitment to give you notice when those changes might affect you.

Your Content and Conduct

This section applies to users who provide Content to the Service. It defines the scope of the permissions that you grant by uploading your Content, and includes your agreement not to upload anything that infringes on anyone else's rights. Key updates:

- **License.** We've clarified the content license you grant us to make it easier to understand. We're not asking for additional permissions and there's no difference in how we're using your content.
- **Duration.** We have removed the right for YouTube to use your comments in perpetuity.
- **Removals.** We have included a [link](#) to the tools you will need to remove your content, as well as a clear description about why we might need to take down content, and how to [appeal removals](#).
- **Analyzing Content.** We may automatically analyze content on YouTube, to help detect abuse and keep the platform safe.

Account Suspension and Termination

This section explains how you and YouTube may terminate this relationship. Key updates:

- **Terminations.** Our Terms now include more details about when we might need to terminate our Agreement with bad actors. We provide a greater commitment to give notice when we take such action and what you can do to [appeal](#) if you think we've got it wrong. We've also added [instructions](#) for you, if you decide you no longer want to use the Service.

About Software in the Service

This section includes details about software on the Service. Key updates:

This section includes details about software on the Service. Key updates:

- **Software Licences.** We've made the software licence we grant you more specific, and included some details around open source.

Other Legal Terms

This section includes our service commitment to you. It also explains that there are some things we will not be responsible for. Key updates:

- **Our liability.** We've made changes to the disclaimers and limitations of liability in the Terms.

About this Agreement

This section includes some further important details about our contract, including what to expect if we need to make changes to these Terms; or which law applies to them. Key updates:

- **Modifications.** We want to give you the chance to review future material updates to these Terms.

Still have questions?

You can also find further details in our [Help Center](#).

Terms of Service

Dated: December 10, 2019

Welcome to YouTube!

Introduction

Thank you for using the YouTube platform and the products, services and features we make available to you as part of the platform (collectively, the "Service").

Our Service

The Service allows you to discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others across the globe, and acts as a distribution platform for original content creators and advertisers large and small. We provide lots of information about our products and how to use them in our [Help Center](#). Among other things, you can find out about [YouTube Kids](#), the [YouTube Partner Program](#) and [YouTube Paid Memberships and Purchases](#) (where available). You can also read all about enjoying content on [other devices like your television, your games console, or Google Home](#).

Your Service Provider

The entity providing the Service is Google LLC, a company operating under the laws of Delaware, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (referred to as "YouTube", "we", "us", or "our"). References to YouTube's "Affiliates" in these terms means the other companies within the Alphabet Inc. corporate group (now or in the future).

Applicable Terms

Your use of the Service is subject to these terms, the [YouTube Community Guidelines](#) and the [Policy, Safety and Copyright Policies](#) which may be updated from time to time (together, this "Agreement"). Your Agreement with us will also include the [Advertising on YouTube Policies](#) if you provide advertising or sponsorships to the Service or incorporate paid promotions in your content. Any other links or references provided in these terms are for informational use only and are not part of the Agreement.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Service. However, children of all ages may use YouTube Kids (where available) if enabled by a parent or legal guardian.

Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service. You can find tools and resources to help you manage your family's experience on YouTube in our [Help Center](#) and through Google's [Family Link](#).

Businesses

If you are using the Service on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of the Service

Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, YouTube or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. YouTube is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the [Community Guidelines](#) or the law, you can [report it to us](#).

Google Accounts and YouTube Channels

You can use parts of the Service, such as browsing and searching for Content, without having a [Google account](#). However, you do need a Google account to use some features. With a Google account, you may be able to like videos, subscribe to channels, create your own YouTube channel, and more. You can follow these instructions to [create a Google account](#).

Creating a YouTube channel will give you access to additional features and functions, such as uploading videos, making comments or creating playlists (where available). Here are some details about how to [create your own YouTube channel](#).

To protect your Google account, keep your password confidential. You should not reuse your Google account password on third-party applications. Learn more about [keeping your Google account secure](#), including what to do if you learn of any unauthorised use of your password or Google account.

Your Information

Our [Privacy Policy](#) explains how we treat your personal data and protect your privacy when you use the Service. The [YouTube Kids Privacy Notice](#) provides additional information about our privacy practices that are specific to YouTube Kids.

We will process any audio or audiovisual content uploaded by you to the Service in accordance with the [YouTube Data Processing Terms](#), except in cases where you uploaded such content for personal purposes or household activities. [Learn More](#).

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show YouTube videos through the embeddable YouTube player.

The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from YouTube and, if applicable, the respective rights holders;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers) except (a) in the case of public search engines, in accordance with YouTube's robots.txt file; or (b) with YouTube's prior written permission;
4. collect or harvest any information that might identify a person (for example, usernames), unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics in any manner;
7. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
8. run contests on or through the Service that do not comply with [YouTube's contest policies and guidelines](#);
9. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
10. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those allowed in the [Advertising on YouTube](#) policies (such as compliant product placements); or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where YouTube videos are the main draw for users visiting the webpage).

Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or YouTube.

Changes to the Service

YouTube is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply

with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, you understand and agree that there will be times when we make such changes without notice, such as where we feel we need to take action to improve the security and operability of our Service, prevent abuse, or comply with legal requirements.

Your Content and Conduct

Uploading Content

If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement (including the [YouTube Community Guidelines](#)) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

Rights you Grant

You retain ownership rights in your Content. However, we do require you to grant certain rights to YouTube and other users of the Service, as described below.

License to YouTube

By providing Content to the Service, you grant to YouTube a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and YouTube's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Duration of License

The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

Removing Your Content

You may [remove your Content](#) from the Service at any time. You also have the option to [make a copy of your Content](#) before removing it. You must remove your Content if you no longer have the rights required by these terms.

Removal of Content By YouTube

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to YouTube, our users, or third parties, we may remove or take down that Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. You can learn more about reporting and enforcement, including how to appeal on the [Troubleshooting](#) page of our Help Center.

Copyright Protection

We provide information to help copyright holders manage their intellectual property online in our [YouTube Copyright Center](#). If you believe your copyright has been infringed on the Service, please [send us a notice](#).

We respond to notices of alleged copyright infringement according to the process in our [YouTube Copyright Center](#), where you can also find information about how to resolve a copyright strike. YouTube's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

Account Suspension & Termination

Terminations by You

You may stop using the Service at any time. Follow these [instructions](#) to delete the Service from your Google Account, which involves closing your YouTube channel and removing your data. You also have the option to download a copy of your data first.

Terminations and Suspensions by YouTube for Cause

YouTube may suspend or terminate your access, your Google account, or your Google account's access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, YouTube or our Affiliates.

Terminations by YouTube for Service Changes

YouTube may terminate your access, or your Google account's access to all or part of the Service if YouTube believes, in its sole discretion, that provision of the Service to you is no longer commercially viable.

Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by YouTube unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. Where YouTube is terminating your access for Service changes, where reasonably possible, you will be provided with sufficient time to export your Content from the Service.

Effect of Account Suspension or Termination

If your Google account is terminated or your Google account's access to the Service is restricted, you may continue using certain aspects of the Service (such as viewing only) without an account, and this Agreement will continue to apply to such use. If you believe your Google account has been terminated in error, you can [appeal using this form](#).

About Software in the Service

Downloadable Software

When the Service requires or includes downloadable software (such as the YouTube Studio application), you give permission for that software to update automatically on your device once a new version or feature is available, subject to your device settings. Unless that software is governed by additional terms which provide a license, YouTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by YouTube as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by YouTube, in the manner permitted by this Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have YouTube's written permission.

Open Source

Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

Other Legal Terms

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND YOUTUBE DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR YOUTUBE, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

YOUTUBE AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT YOUTUBE HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO YOUTUBE, OF THE CLAIM; AND (B) USD \$500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

About this Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. YouTube will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service.

Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

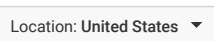
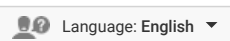
Governing Law

All claims arising out of or relating to these terms or the Service will be governed by California law, except California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA. You and YouTube consent to personal jurisdiction in those courts.

Limitation on Legal Action

YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Effective as of December 10, 2019 ([view previous version](#))



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EXHIBIT 2

YouTube's Community Guidelines

When you use YouTube, you join a community of people from all over the world. The guidelines below help keep YouTube fun and enjoyable for everyone.

If you see content that you think violates these guidelines, use [the flagging feature](#) to submit it for review by our YouTube staff.



Best practices for creators

Here are some common-sense rules that'll help you understand our policies and steer clear of trouble.

- [The importance of context](#)
- [Creator influence on YouTube](#)
- [Best practices for content with children](#)



Spam & deceptive practices

The YouTube Community is one that's built on trust. Content that intends to scam, mislead, spam, or defraud other users isn't allowed on YouTube.

- [Spam, deceptive practices & scams](#)
- [Impersonation](#)
- [Links in your content](#)
- [Fake engagement](#)
- [Other policies](#)



Sensitive content

We hope to protect viewers, creators, and especially minors. That's why we've got rules around keeping children safe, sex & nudity, and self harm. Learn what's allowed on YouTube and what to do if you see content that doesn't follow these policies.

- [Nudity and sexual content](#)
- [Custom thumbnails](#)
- [Child safety](#)
- [Self harm](#)



Violent or dangerous content

Hate speech, predatory behavior, graphic violence, malicious attacks, and content that promotes harmful or dangerous behavior isn't allowed on YouTube.

- [Harmful or dangerous content](#)
- [Violent or graphic content](#)
- [Violent criminal organizations](#)
- [Hate speech](#)
- [Harassment and cyberbullying](#)

Regulated goods



Certain goods can't be sold on YouTube. Find out what's allowed—and what isn't.

- [Regulated goods](#)
- [Content featuring firearms](#)

Please take these rules seriously. If a YouTube creator's on- and/or off-platform behavior harms our users, community, employees or ecosystem, we may respond based on a number of factors including, but not limited to, the egregiousness of their actions and whether a pattern of harmful behavior exists. Our response will range from suspending a creator's privileges to account termination.



Visit Creator Academy for more

Would you rather learn about our Community Guidelines through videos and quizzes? [Check out our new Creator Academy course.](#)



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EXHIBIT 3

Harassment and cyberbullying policy

Harassment and Cyberbullying Policy: YouTube Community Guidelines



The safety of our creators, viewers, and partners is our highest priority – and we look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Please take the time to carefully read the policy below.** You can also check out [this page](#) for a full list of our guidelines.

We recently announced some updates on our harassment policy to better protect creators and users. The policy below has been updated to reflect these changes.

Content that threatens individuals is not allowed on YouTube. We also do not allow content that targets an individual with prolonged or malicious insults based on intrinsic attributes, including their [protected group status](#) or physical traits.

If you find content that violates this policy, please report it. Instructions for reporting violations of our Community Guidelines [are available here](#). If you've found multiple videos or comments that you would like to report, you can [report the channel](#). For tips and best practices to stay safe, keep your account secure, and protect your privacy, check out this [Help Center article](#).

If specific threats are made against you and you feel unsafe, report it directly to your local law enforcement agency.

What this means for you

If you're posting content

Don't post content on YouTube if it fits any of the descriptions noted below.

- Content that features prolonged name calling or malicious insults (such as racial slurs) based on their intrinsic attributes. These attributes include their [protected group status](#), physical attributes, or their status as a survivor of sexual assault, domestic abuse, child abuse etc.
- Content uploaded with the intent to shame, deceive or insult a minor. A minor is defined as a person under the legal age of majority. This usually means anyone younger than 18 years old, but the age of a minor might vary by country.

Other types of content that violate this policy

- Revealing someone's private information, such as their home address, email addresses, sign-in credentials, phone numbers, passport number, or bank account information.
 - Note: This does not include posting widely available public information, such as a public official's office phone number or the phone number of a business.
- Content that incites others to harass or threaten individuals on or off YouTube.
- Content that encourages abusive fan behavior such as doxxing, dogpiling, brigading or off-platform targeting.

- Content that targets an identifiable individual as part of a harmful conspiracy theory where the conspiracy theory has been linked to direct threats or violent acts.
- Content making implicit or explicit threats of physical harm or destruction of property against identifiable individuals.
 - Note: "Implicit threats" include threats that don't express a specific time, place or means, but may feature weapon brandishing, simulated violence, etc.
- Content posted by vigilantes restraining or assaulting an identifiable individual.
- Content that depicts creators simulating acts of serious violence against others (executions, torture, maimings, beatings, etc.).
- Content featuring non-consensual sex acts, unwanted sexualization or anything that graphically sexualizes or degrades an individual.
- Content that displays or shows how to distribute non-consensual sexual imagery.

This policy applies to videos, video descriptions, comments, live streams, and any other YouTube product or feature. Please note this is not a complete list.

Exceptions

We may allow content that includes harassment if the primary purpose is educational, documentary, scientific, or artistic in nature. This is not a free pass to harass someone. Some examples include:

- **Debates related to high-profile officials or leaders:** Content featuring debates or discussions of topical issues concerning people who have positions of power, like high-profile government officials or CEOs of major multinational corporations.
- **Scripted performances:** Insults made in the context of an artistic medium such as scripted satire, stand up comedy, or music (e.g. a diss track). Note: This is not a free pass to harass someone and claim "I was joking."
- **Harassment education or awareness:** Content that features actual or simulated harassment for documentary purposes or with willing participants (e.g. actors) to combat cyberbullying or raise awareness.

Note: We take a harder line on content that maliciously insults someone based on their [protected group status](#), regardless of whether or not they are a high-profile person.

Monetization and other penalties

In some rare cases, we may remove content or issue other penalties when a creator:

- Repeatedly encourages abusive audience behavior.
- Repeatedly targets, insults and abuses an identifiable individual based on their intrinsic attributes across multiple uploads.
- Exposes an individual to risks of physical harm based on the local social or political context.
- Creates content that harms the YouTube ecosystem by persistently inciting hostility between creators for personal financial gain.

Examples

Here are some examples of content that's not allowed on YouTube:

- Repeatedly showing pictures of someone and then making statements like "Look at this creature's teeth, they're so disgusting!", with similar commentary targeting intrinsic attributes throughout the video.
- Targeting an individual based on their membership in a [protected group](#), such as by saying: "Look at this filthy [slur targeting a protected group], I wish they'd just get hit by a truck."
- Targeting an individual and making claims they are involved in human trafficking in the context of a harmful conspiracy theory where the conspiracy is linked to direct threats or violent acts.
- Using an extreme insult to dehumanize an individual based on their intrinsic attributes. For example: "Look at this dog of a woman! She's not even a human being — she must be some sort of mutant or animal!"
- Depicting an identifiable individual being murdered, seriously injured, or engaged in a graphic sexual act without their consent.
- Accounts dedicated entirely to focusing on maliciously insulting an identifiable individual.

[More Examples](#)



- Targeting an individual based on their intrinsic attributes to wish for their death or serious injury, for example “I wish someone would just bring a hammer down on that [Member of a Protected Group’s] face.”
- Threatening someone’s physical safety. This includes implied threats like “when I see you next, things will end badly for you,” explicit threats like “when I see you on Saturday I’m going to punch you in the face,” or implying violence by saying things such as “You better watch out” while brandishing a weapon.
- Posting an individual’s nonpublic personal identifying information like a phone number, home address, or email to direct abusive attention or traffic toward them. For example: “I got a hold of their phone number, keep on calling and leaving messages until they pick up!”
- “Raiding” or directing malicious abuse to identifiable individuals through in-game voice chat or messages during a stream.
- Directing users toward a YouTuber’s comment section for malicious abuse. For example: “everyone needs to go over to this person’s channel right now and just go crazy, let them know how much we want them to die.”
- “Swatting” or other prank calls to emergency or crisis response services, or encouraging viewers to engage in this or any other harassing behavior.
- Stalking or attempting to blackmail users.
- Zooming in on prolongedly focused emphasis on the breasts, buttocks or genital area of an identifiable individual for the purposes of degrading, objectifying, or sexualizing.
- Video game content which has been developed or modified (“modded”) to promote violence or hatred against an individual with the attributes noted above.

Please remember these are just some examples, and don't post content if you think it might violate this policy.

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about [our strikes system here](#).

We may also terminate your channel or account for repeated violations of the Community Guidelines or Terms of Service, as well as due to a single case of severe abuse, or when the channel is dedicated to a policy violation. You can learn more about [channel or account terminations here](#).

Visit Creator Academy for more

Would you rather learn about our Community Guidelines through videos and quizzes? Check out our [Creator Academy course](#).

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Was this helpful?

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EXHIBIT 4

Hate speech policy

Hate Speech Policy: YouTube Community Guidelines



The safety of our creators, viewers, and partners is our highest priority – and we look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Please take the time to carefully read the policy below.** You can also check out [this page](#) for a full list of our guidelines.

While we've always had policies that prohibited hate speech on YouTube, on June 5, we announced some changes to our hate speech policies. You can [learn more about those changes here](#). The below policy has been updated with those changes.

Hate speech is not allowed on YouTube. We remove content promoting violence or hatred against individuals or groups based on any of the following attributes:

- Age
- Caste
- Disability
- Ethnicity
- Gender Identity and Expression
- Nationality
- Race
- Immigration Status
- Religion
- Sex/Gender
- Sexual Orientation
- Victims of a major violent event and their kin
- Veteran Status

If you find content that violates this policy, please report it. Instructions for reporting violations of our Community Guidelines [are available here](#). If you've found multiple videos or comments that you would like to report, you can [report the channel](#).

What this policy means for you

If you're posting content

Don't post content on YouTube if the purpose of that content is to do one or more of the following.

- Encourage violence against individuals or groups based on any of the attributes noted above. We don't allow threats on YouTube, and we treat implied calls for violence as real threats. You can learn more about our policies on [threats and harassment](#).
- Incite hatred against individuals or groups based on any of the attributes noted above.

Other types of content that violates this policy

- Dehumanizing individuals or groups by calling them subhuman, comparing them to animals, insects, pests, disease, or any other non-human entity.
- Praise or glorify violence against individuals or groups based on the attributes noted above.
- Use of racial, religious or other slurs and stereotypes that incite or promote hatred based on any of the attributes noted above. This can take the form of speech, text, or imagery promoting these stereotypes or treating them as factual.
- Claim that individuals or groups are physically or mentally inferior, deficient, or diseased based on any of the attributes noted above. This includes statements that one group is less than another, calling them less intelligent, less capable, or damaged.
- Allege the superiority of a group over those with any of the attributes noted above to justify violence, discrimination, segregation, or exclusion.
- Conspiracy theories saying individuals or groups are evil, corrupt, or malicious based on any of the attributes noted above.
- Call for the subjugation or domination over individuals or groups based on any of the attributes noted above.
- Deny that a well-documented, violent event took place.
- Attacks on a person's emotional, romantic and/or sexual attraction to another person.
- Content containing hateful supremacist propaganda including the recruitment of new members or requests for financial support for their ideology.
- Music videos promoting hateful supremacism in the lyrics, metadata, or imagery.

Educational content

We may allow content that includes hate speech if the primary purpose is educational, documentary, scientific, or artistic in nature. This is not a free pass to promote hate speech. Examples include:

- **A documentary about a hate group:** Educational content that isn't supporting the group or promoting ideas would be allowed. A documentary promoting violence or hatred wouldn't be allowed.
- **A documentary about the scientific study of humans:** A documentary about how theories have changed over time, even if it includes theories about the inferiority or superiority of specific groups, would be allowed because it's educational. We won't allow a documentary claiming there's scientific evidence today that an individual or group is inferior or subhuman.
- Historical footage of an event, like WWII, which doesn't promote violence or hatred.

This policy applies to videos, video descriptions, comments, live streams, and any other YouTube product or feature. For educational content that includes hate speech, this context must appear in the images or audio of the video itself. Providing it in the title or description is insufficient.

Monetization and other penalties

In some rare cases, we may remove content or issue other penalties when a creator:

- Repeatedly encourages abusive audience behavior.
- Repeatedly targets, insults and abuses a group based on the attributes noted above across multiple uploads.
- Exposes a group with attributes noted above to risks of physical harm based on the local social or political context.
- Creates content that harms the YouTube ecosystem by persistently inciting hostility against a group with attributes noted above for personal financial gain.

Examples

Here are examples of hate speech not allowed on YouTube.

- "I'm glad this [violent event] happened. They got what they deserved [referring to persons with the attributes noted above]."
- "[Person with attributes noted above] are dogs" or "[person with attributes noted above] are like animals."

More examples



- "Get out there and punch a [person with attributes noted above]."
- "Everyone in [groups with attributes noted above] is criminals and thugs."
- "[Person with attributes noted above] is scum of the earth."
- "[People with attributes noted above] are a disease."
- "[People with attributes noted above] are less intelligent than us because their brains are smaller."
- "[Group with any of the attributes noted above] threaten our existence, so we should drive them out at every chance we get."
- "[Group with any of the attributes noted above] has an agenda to run the world and get rid of us."
- "[Attribute noted above] is just a form of mental illness that needs to be cured."
- "[Person with any of the attributes noted above] shouldn't be educated in schools because they shouldn't be educated at all."
- "All of the so-called victims of this violent event are actors. No one was hurt, and this is just a false flag."
- "All of the 'so-called victims' of this are actors. No one was hurt."
- Shouting "[people with attributes noted above] are pests!" at someone regardless of whether the person does or does not have the alleged attributes
- Video game content which has been developed or modified ("modded") to promote violence or hatred against a group with any of the attributes noted above.

Please remember these are just some examples, and don't post content if you think it might violate this policy.

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about [our strikes system here](#).

We may also terminate your channel or account for repeated violations of the Community Guidelines or Terms of Service, as well as due to a single case of severe abuse, or when the channel is dedicated to a policy violation. You can learn more about [channel or account terminations here](#).

If we think your content comes close to hate speech, we may limit YouTube features available for that content. You can learn more about [limited features here](#).

- [The importance of context](#)
- [Recent transparency report](#)
- [Limited features for certain videos](#)

Visit Creator Academy for more

Would you rather learn about our Community Guidelines through videos and quizzes? Check out our [Creator Academy course](#).



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EXHIBIT 5

Channel or account terminations

If your channel or account is terminated, you may be unable to use, own, or create any other YouTube channels/accounts. When a channel is terminated, the channel owner gets an email explaining the reason for the termination.

Community Guidelines terminations

Reasons channels or accounts can be terminated:

- Repeated violations of the [Community Guidelines](#) or [Terms of Service](#) across any form of content (like repeatedly posting abusive, hateful, and/or harassing videos or comments)
- A single case of severe abuse (such as [predatory behavior](#), [spam](#), or pornography)
- Channels or accounts dedicated to a policy violation (like hate speech, harassment, or impersonation)

If you believe that your channel/account was terminated by mistake, you can appeal using [this form](#).

- Don't submit an appeal request more than once. Multiple requests increase the volume to review and cause delays in our response.
- Fill out the form as completely as possible including your [Channel ID](#). The more information you give us, the easier it will be to process your request.

Copyright terminations

If your channel was terminated due to copyright infringement claims and you think the claims are incorrect, you may file a [counter notification](#). This process is still available for creators with terminated channels, but the counter notification webform will be inaccessible. You may submit a [free-form](#) counter notification.

For more information on the counter-notification process, visit the [Copyright Center](#).

Note: Filing a counter notification begins a legal process.



Give feedback about this article

Was this helpful?

Yes

No

EXHIBIT 6

NEWS & EVENTS

Continuing our work to improve recommendations on YouTube

By The YouTube Team

Jan. 25, 2019



When recommendations are at their best, they help users find a new song to fall in love with, discover their next favorite creator, or learn that great paella recipe. That's why we update our recommendations system all the time—we want to make sure we're suggesting videos that people actually want to watch.

You might remember that a few years ago, viewers were getting frustrated with clickbaity videos with misleading titles and descriptions ("You won't believe what happens next!"). We responded by updating our system to focus on viewer satisfaction instead of views, including measuring likes, dislikes, surveys, and time well spent, all while recommending clickbait videos less often. More recently, people told us they were getting too many similar recommendations, like seeing endless cookie videos after watching just one recipe for snickerdoodles. We now pull in recommendations from a wider set of topics—on any given day, more than 200 million videos are recommended on the homepage alone. In fact, in the last year alone, we've



We'll continue that work this year, including taking a closer look at how we can reduce the spread of content that comes close to—but doesn't quite cross the line of—violating our [Community Guidelines](#). To that end, we'll begin reducing recommendations of borderline content and content that could misinform users in harmful ways—such as videos promoting a phony miracle cure for a serious illness, claiming the earth is flat, or making blatantly false claims about historic events like 9/11.

While this shift will apply to less than one percent of the content on YouTube, we believe that limiting the recommendation of these types of videos will mean a better experience for the YouTube community. To be clear, this will only affect recommendations of what videos to watch, not whether a video is available on YouTube. As always, people can still access all videos that comply with our Community Guidelines and, when relevant, these videos may appear in recommendations for channel subscribers and in search results. We think this change strikes a balance between maintaining a platform for free speech and living up to our responsibility to users.

This change relies on a combination of machine learning and real people. We work with human evaluators and experts from all over the United States to help train the machine learning systems that generate recommendations. These evaluators are trained using [public guidelines](#) and provide critical input on the quality of a video.

This will be a gradual change and initially will only affect recommendations of a very small set of videos in the United States. Over time, as our systems become more accurate, we'll roll this change out to more countries. It's just another step in an ongoing process, but it reflects our commitment and sense of responsibility to improve the recommendations experience on YouTube.

EXHIBIT 7

NEWS & EVENTS

Our ongoing work to tackle hate

By The YouTube Team

Jun.05.2019



Over the past few years, we've been investing in the policies, resources and products needed to live up to our responsibility and protect the YouTube community from harmful content. This work has focused on four pillars: removing [violative content](#), raising up [authoritative content](#), reducing the spread of [borderline content](#) and [rewarding trusted creators](#). Thanks to these investments, videos that violate our policies are removed faster than ever and users are seeing less borderline content and harmful misinformation. As we do this, we're [partnering closely](#) with lawmakers and civil society around the globe to limit the spread of violent extremist content online.

We review our policies on an ongoing basis to make sure we are drawing the line in the right place: In 2018 alone, we made more than 30 policy updates. One of the most complex and constantly evolving areas we deal with is hate speech. We've been taking a close look at our approach towards hateful content in consultation with dozens of experts in subjects like violent extremism, supremacism, civil rights, and free speech. Based on those learnings, we are making several updates:

Removing more hateful and supremacist content from YouTube

YouTube has always had [rules of the road](#), including a longstanding policy against hate speech. In 2017, we [introduced](#) a tougher stance towards videos with supremacist content, including limiting recommendations and features like comments and the ability to share the video. This step dramatically reduced views to these

videos (on average 80%). Today, we're taking another step in our hate speech [policy](#) by specifically prohibiting videos alleging that a group is superior in order to justify discrimination, segregation or exclusion based on qualities like age, gender, race, caste, religion, sexual orientation or veteran status. This would include, for example, videos that promote or glorify Nazi ideology, which is inherently discriminatory. Finally, we will remove content denying that well-documented violent events, like the Holocaust or the shooting at Sandy Hook Elementary, took place.

We recognize some of this content has value to researchers and NGOs looking to understand hate in order to combat it, and we are exploring options to make it available to them in the future. And as always, context matters, so some videos could remain up because they discuss topics like pending legislation, aim to condemn or expose hate, or provide analysis of current events. We will begin enforcing this updated policy today; however, it will take time for our systems to fully ramp up and we'll be gradually expanding coverage over the next several months.

Reducing borderline content and raising up authoritative voices

In addition to removing videos that violate our policies, we also want to reduce the spread of content that comes right up to the line. In [January](#), we piloted an update of our systems in the U.S. to limit recommendations of borderline content and harmful misinformation, such as videos promoting a phony miracle cure for a serious illness, or claiming the earth is flat. We're looking to bring this updated system to more countries by the end of 2019. Thanks to this change, watch time that this type of content gets from recommendations has dropped by over 50% in the U.S. Our systems are also getting smarter about what types of videos should get this treatment, and we'll be able to apply it to even more borderline videos moving forward. As we do this, we'll also start raising up more authoritative content in recommendations, building on the changes we made to news last [year](#). For example, if a user is watching a video that comes close to violating our policies, our systems may include more videos from authoritative sources (like top news channels) in the "watch next" panel.

Continuing to reward trusted creators and enforce our monetization policies

Finally, it's critical that our monetization systems reward trusted creators who add value to YouTube. We have longstanding [advertiser-friendly guidelines](#) that prohibit ads from running on videos that include hateful content and we enforce these rigorously. And in order to protect our ecosystem of creators, advertisers and viewers, we [tightened](#) our advertising criteria in 2017. In the case of hate speech, we are strengthening enforcement of our existing [YouTube Partner Program](#) policies. Channels that repeatedly brush up against



The openness of YouTube's platform has helped creativity and access to information thrive. It's our responsibility to protect that, and prevent our platform from being used to incite hatred, harassment, discrimination and violence. We are committed to taking the steps needed to live up to this responsibility today, tomorrow and in the years to come.

EXHIBIT 8

NEWS & EVENTS

Managing harmful conspiracy theories on YouTube

By The YouTube Team

Oct. 15, 2020



Today, we are taking another step in our efforts to curb hate and harassment by removing more conspiracy theory content used to justify real-world violence.

Managing misinformation and harmful conspiracy theories is challenging because the content is always shifting and evolving. To address this kind of content effectively, it's critical that our teams continually review and update our policies and systems to reflect the frequent changes. Today, we are taking another step in our efforts to curb hate and harassment by removing more conspiracy theory content used to justify real-world violence. This builds on our work over the last several years to strengthen and evolve our policies and enforcement — work that has been organized around four pillars: [removing](#) violative content, [reducing](#) the spread of harmful misinformation, [raising](#) authoritative voices, and rewarding trusted creators.

**“In fact, when we
looked at QAnon
content, we saw the**

**subscribed
recommendations to
prominent Q-related
channels dropped by
over 80% since
January 2019.”**

Nearly two years ago, we took a [major step](#) to limit the reach of harmful misinformation by updating our recommendations system. This resulted in a 70% drop in views coming from our search and discovery systems. In fact, when we looked at QAnon content, we saw the number of views that come from non-subscribed recommendations to prominent Q-related channels dropped by over 80% since January 2019.

Additionally, we've removed tens of thousands of QAnon-videos and terminated hundreds of channels under our existing policies, particularly those that explicitly threaten violence or deny the existence of major violent events. All of this work has been pivotal in curbing the reach of harmful conspiracies, but there's even more we can do to address certain conspiracy theories that are used to justify real-world violence, like QAnon.

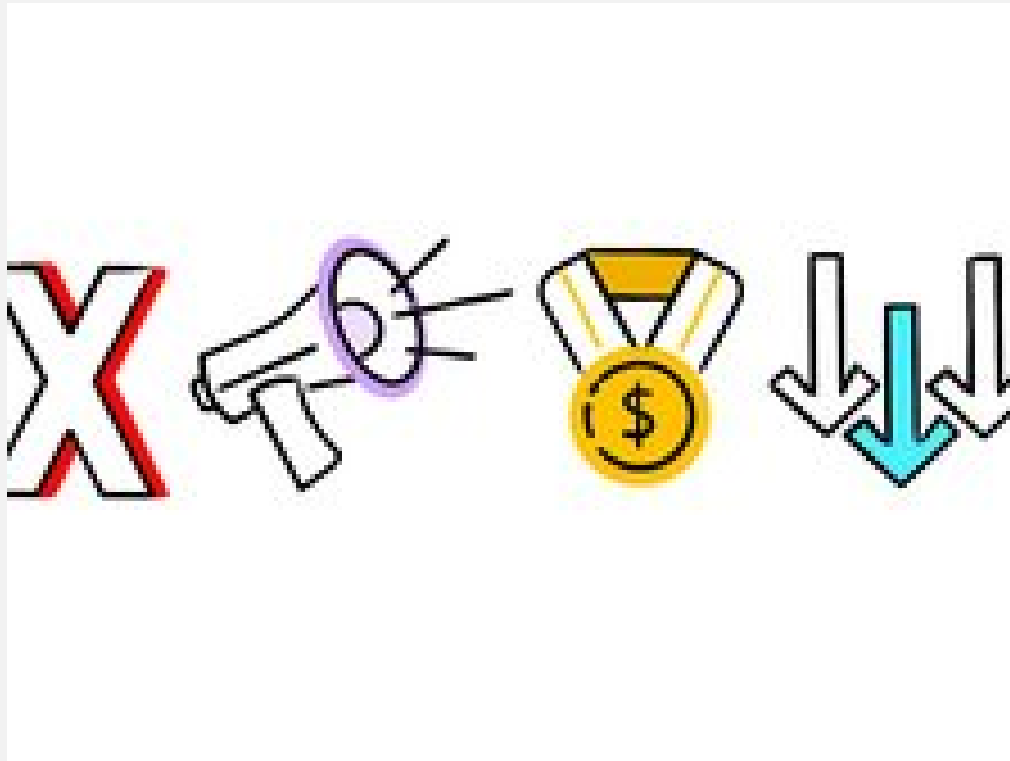
Today we're further expanding both our [hate](#) and [harassment](#) policies to prohibit content that targets an individual or group with conspiracy theories that have been used to justify real-world violence. One example would be content that threatens or harasses someone by suggesting they are complicit in one of these harmful conspiracies, such as QAnon or Pizzagate. As always, [context matters](#), so news coverage on these issues or content discussing them without targeting individuals or [protected groups](#) may stay up. We will begin enforcing this updated policy today, and will ramp up in the weeks to come.

Due to the evolving nature and shifting tactics of groups promoting these conspiracy theories, we'll continue to adapt our policies to stay current and remain committed to taking the steps needed to live up to this responsibility.

Related Topics

[POLICY](#)

Related Articles



INSIDE YOUTUBE

The Four Rs of Responsibility, Part 1: Removing harmful content

Sep.03.2019



INSIDE YOUTUBE

The Four Rs of Responsibility, Part 2: Removing harmful content and reducing misinformation

Dec.03.2019

EXHIBIT 9



We'd like to inform you that due to repeated or severe violations of our Community Guidelines (https://www.youtube.com/t/community_guidelines) your YouTube account [REDACTED] has been suspended.

YouTubers share their opinions on a wide range of different topics. However, there's a line between passionate debate and malicious harassment. Content containing targeted harassment including, but not limited to, stalking, threats, bullying, and intimidation is not allowed on YouTube. Additionally, content that includes egregious insults based on personal attributes (such as protected group status or physical traits) is not allowed on YouTube. If you're not sure whether or not your content crosses the line, we ask that you not post it. We review educational, documentary, artistic, and scientific content on a case-by-case basis. Limited exceptions are made for content with sufficient and appropriate context and where the purpose of posting is clear.

Please be aware that you are prohibited from accessing, possessing or creating any other YouTube accounts. For more information about account terminations and how our Community Guidelines are enforced, please visit our [Help Center](#).

If you would like to appeal the suspension, please submit [this form](#).

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